

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
SACHIN SHAH, : No. 1:13-cv-02975-LGS-SN
Plaintiff, :
: - against - :
: :
LESTER L. LEVY, et al., :
: Defendant. :
----- X

PROPOSED FINDINGS OF FACT

Liddle & Robinson, L.L.P. (“L&R”) submits these Proposed Findings of Fact, relating to unreimbursed disbursements owed to L&R by Plaintiff Sachin Shah (“Shah”), pursuant to the Order of United States Magistrate Judge Sarah Netburn, dated October 3, 2017. (Dkt. No. 323):

1. On December 4, 2014, Shah executed a written retainer agreement, whereby L&R would represent him in his ongoing litigation, then-captioned *Shah v. Lumiere, et al.*; 13-cv-02975 (LGS). (Exhibit A).¹

2. Pursuant to this fee agreement, in addition to attorneys’ fees, Shah agreed to pay L&R all disbursements made on behalf of his case. (Exhibit A).

3. Specifically, the agreement states:

“You agree to pay [L&R] all reasonably necessary disbursements, on a current basis as billed. Disbursements include, but are not limited to, filing fees, facsimile costs, overnight mail, court reporter fees, electronic legal research, photocopying, travel costs, expert witness fees and the like.”
(Exhibit A).

4. L&R tried this case before a jury, which returned a favorable verdict in Shah’s favor on April 27, 2017. (Dkt. No. 290).

¹ Citations to “Exhibit __” refer to exhibits attached to the Affirmation of James R. Hubbard in Support of Liddle & Robinson, L.L.P.’s Proposed Findings of Fact.

5. On May 30, 2017, the Honorable Lorna G. Schofield entered Judgment on the jury's verdict of \$161,000 in favor of Shah. (Dkt. No. 291).

6. On June 23, 2017, L&R requested by letter to the Court to withdraw as counsel, which was granted. (Dkt. No. 294).

7. L&R has established by affidavit that it made disbursements during its representation of Shah in support of his litigation in the amount of \$12,036.08. (Exhibit B).

8. This amount includes disbursements made for photocopying, extraordinary postage, facsimile charges, travel and taxi, working meals, Federal Express, computerized legal research (Westlaw), messenger/process services, trial attendance fees, court reporter fees, computer expenses, teleconferencing fees, PACER fees, and PM investigation fees. (Exhibit B).

9. L&R has received payment from Shah of \$9,100 against these disbursements. (Exhibit B).

10. As a result, L&R has unreimbursed disbursements of \$2,936.08. (Exhibit B).

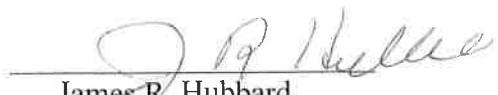
11. Shah has conceded in correspondence with the Court that he believes L&R is entitled to \$2,297.14, which reflects L&R's figure of \$2,936.08 minus \$8.94 that was incurred after L&R had withdrawn as counsel. (Dkt. No. 319 at 10; Dkt. No. 325 at 1).

12. L&R consents to Shah's calculation of the unreimbursed disbursements in the amount of \$2,297.14, and respectfully requests that the Court enter its Order directing the Clerk to pay this amount to L&R.

Dated: November 2, 2017
New York, New York

Respectfully submitted,

LIDDLE & ROBINSON, L.L.P.



James R. Hubbard
800 Third Avenue, 8th Floor
New York, New York 10022
Tel: (212) 687-8500
Fax: (212) 687-1505